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COUNTY OF LOS ANGELES

25 July 31, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

July 31, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF
PUBLIC HEALTH AND COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY
FOR A VECTOR MONITORING PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of a Memorandum of Understanding between the Department of Public Health Environmental Health Division and the County Sanitation District No. 2 of Los Angeles County for a Vector Monitoring Program at the Puente Hills Landfill.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to execute the attached Memorandum of Understanding (MOU) (Exhibit 1) between DPH and the County Sanitation District No. 2 (District) to collaboratively evaluate the effectiveness of an Alternate Intermediate Cover (AIC) and Alternative Daily Cover (ADC) demonstration program at the Puente Hills Landfill.
2. Delegate authority to the Director of DPH, or his designee, to enter into future MOU's through June 30, 2017, with the Sanitation Districts of Los Angeles County (LAC) with substantially similar terms, subject to review and approval as to form by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will provide a framework for DPH to assist the District to evaluate the effectiveness of an AIC and ADC demonstration project at the Puente Hills Landfill through a Vector Monitoring Program. The purpose of the demonstration is to evaluate the performance and operational feasibility of utilizing Materials Recovery Facility (MRF) fines and Construction and Demolition (C&D) fines to conserve soil supplies.

Fines, as approved for this project, are defined as fine fragments or tiny particles and are specifically restricted to rock, concrete, brick, sand, soil, ceramics, cured asphalt, lumber and wood, wood products, roofing material, plastic pipe, plant material when commingled from construction work, and fines derived from processing the above materials. It is expected that the monitoring program will demonstrate that the MRF and C&D materials effectively meet the established performance standards for waste materials use in cover operations. Each day during the monitoring period, MRF fines and C&D fines will be delivered, weighed, and deposited as close as possible to the disposal area.

DPH's Environmental Health Division is participating in the project by conducting a survey to evaluate the suitability of the AIC and ADC to prevent the emergence of flies of public health significance and mitigate conditions that may attract and promote the presence of flies; rodents; or other vectors such as mosquitoes, larvae, wasps, and cockroaches. DPH will record detailed information during each inspection including: site; location; date of inspection; name of person conducting the inspection; start time of inspection; end time of inspection; temperature; wind conditions; moisture conditions; sky condition; shade; attractants; the number of flies and rodents captured and the observation of field rodents, mosquitoes, wasps, cockroaches, or other types of vectors. The recorded information will be faxed to the District within one week of each monitoring incident.

The District will utilize the reports to prepare a final report providing a summary of the demonstration project and conclusions as to the suitability of the AIC/ADC materials. The final report will be submitted to the Local Enforcement Agency for approval and concurrence.

Recommendation 2 will allow DPH to execute future MOU's with the Sanitation Districts in LAC with substantially similar terms.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The District will reimburse DPH approximately \$3,725 monthly to perform the vector monitoring. The estimated total amount for the 6-month monitoring period is \$22,350. The hourly rate fee of \$129 charged for the Environmental Health Specialist III and \$153 for the Chief Environmental Health Specialist working on this project are based on the Public Health fee rates approved by your Board on July 26, 2011.

Funding is included in the fiscal year 2012-13 Recommended Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As recommended by the Chief Executive Office Risk Management and County Counsel, the MOU contains a mutual indemnification provision. The mutual indemnification requires the District to indemnify and defend County for claims that arise from the District's negligent act or omissions with regard to performance of this MOU. County will similarly indemnify and defend the District for negligent acts or omission of its employees.

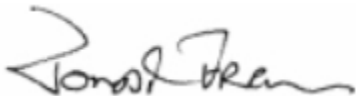
On April 12, 2012, the landfill began use of the AIC and ADC, and DPH initiated monitoring because it was considered to be in the County's best interest to protect the public's health from mosquitoes and other vectors that may emerge as a result of the use of these covers.

County Counsel has reviewed and approved Exhibit I as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will provide a framework for DPH and the District to work cooperatively and collaboratively to evaluate the effectiveness of an AIC and ADC demonstration program at the Puente Hills Landfill.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:av

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
AND
COUNTY SANITATION DISTRICT No. 2 OF LOS ANGELES COUNTY**

This Memorandum of Understanding (MOU) is entered into on this ____ day of _____, 2012, by and between the County of Los Angeles, acting by and through the Department of Public Health Environmental Health Division (hereafter DPH) and County Sanitation District No. 2 of Los Angeles County (hereafter District).

I. PURPOSE:

The purpose of this MOU is to provide a framework for DPH's Environmental Health Vector Management Program and the District to work cooperatively and collaboratively to evaluate the effectiveness of an alternate intermediate cover (AIC) and alternative daily cover (ADC) demonstration program at the Puente Hills Landfill.

This MOU outlines the responsibilities of DPH in assisting the District by conducting a vector monitoring program during an AIC and ADC demonstration program at the Puente Hills Landfill. The purpose of this demonstration is to evaluate the performance and operational feasibility of utilizing Materials Recovery Facility (MRF) fines and Construction and Demolition (C&D) fines to conserve soil supplies.

The District accepts the herein described survey and monitoring services to be provided by DPH to assist the District in its compliance with California Code of Regulations (CCR), Title 27: Environmental Protection, Division 2: Solid Waste, Chapter 3: Criteria for all Waste Management Units, Facilities, and Disposal Sites, Article 2: Alternative Daily Cover Material and Beneficial Reuse, Section 20695: CIWMB – Cover Performance Standards (hereafter referred to as 27 CCR 20695).

In accordance with 27 CCR 20695 cover performance standards, the survey will assist the District to document the effectiveness of the AIC and ADC in controlling vectors, odors, fire, blowing litter, and scavenging during the demonstration period.

Nothing in this MOU is intended to diminish or otherwise affect the authority of either agency to carry out its respective statutory functions.

II. DPH RESPONSIBILITIES:

1. DPH shall participate in the project by conducting a survey to evaluate the suitability of the AIC to prevent the emergence of flies of public health significance and mitigate conditions that may attract and promote the presence of rodents or other vectors.

2. Scheduled fly-grill surveys shall be conducted using a Scudder fly grill on each designated disposal site a minimum of once per week. Sampling to determine the species composition of the fly population shall be conducted a minimum of once per month.
3. The fly survey procedure is such that 10 fly grill counts shall be made over appropriate attractants on the active face of the disposal site during each inspection, utilizing accepted practices, to count and record the flies. The five highest counts shall be averaged to obtain the value for each inspection. In sampling to provide qualitative data for the fly species composition on a disposal site, a standard insect net shall be used to capture adult flies on or above the active working face. Flies shall be returned to the laboratory, identified to genus (and species if applicable), and documented accordingly.
4. Rodent monitoring shall utilize two domestic rat trap lines, each containing 20 traps, and will be operated for each designated disposal site at an interval of one night per month. If five or more rodents in genus *Rattus* are observed on the active face or captured in traps, additional trap lines shall be set on a weekly basis until the threshold value of four or less is realized. All rodents trapped will be transported and processed according to established DPH procedures.
5. Monitoring for other vectors such as mosquito larvae, wasps, and cockroaches shall follow described criteria as outlined in 27 CCR 20695.
6. Information that shall be recorded during each inspection includes: name of the site; location; date of inspection; name of person conducting the inspection; the time the inspection began; the time the inspection ended; temperature; wind conditions; moisture conditions; sky conditions; shade; attractants (when applicable); results of the 10 Scudder grill counts; number of species of all flies captured; number of domestic rats trapped since the previous inspection; number of field rodents observed (or signs of their presence), and the presence of any mosquitoes, wasps, cockroaches, or other types of vectors.
7. Recorded information shall be sent by mail to the District within one week of each monitoring incident.
8. DPH shall follow accepted billing procedures for reimbursement of services provided under the MOU.

III. DISTRICT RESPONSIBILITIES:

1. The District will evaluate the recorded information provided by DPH for purposes of compliance with cover performance standards to control vectors, as defined in 27 CCR 20695.

2. The District agrees that fee recovery per month may differ during the duration of this six-month project, depending on trap success and other variables that may affect the presence, absence, or observation of vectors. The hourly rate of one Environmental Health Specialist III (EHS III) who will be conducting the survey has been determined to be \$129.00; the hourly rate of one Chief Environmental Health Specialist (Chief) has been determined to be \$153.00; and current mileage reimbursement will be as determined by accepted means (as of February, 2012, this is determined to be \$0.52 per mile).
3. The District agrees to accept the fee schedule as listed in the table below which provides an approximate summary of frequency and cost per activity:

Activity	Staff Conducting Activity	Frequency	Approximate Time	Monthly Fee
Fly-grill Survey and Site Documentation	EHS III	Once per week (4 times each month)	2 hours per week, 8 hours per month	\$1,032.00
Insect Net Survey	EHS III	Once per month	2 hours	\$258.00
Travel (16 miles round trip from Hqtrs to Puente Hills Landfill)	EHS III	Once per week, mileage rate .52 per mile, round trip \$8.32	3/4 hour per round trip, 4 trips per month (3 hours)	\$387.00 \$ 33.28
Laboratory Work	EHS III	Once per month	2 hours	\$258.00
Rodent Survey (set 2 lines of 20 traps each)	EHS III	Once per month	3 hours	\$387.00
Rodent Survey (retrieve 2 lines of 20 traps each)	EHS III	Once per month	3 hours	\$387.00
Documentation and Report Preparation	Chief	Once per week	1 hour per week, 4 hours per month	\$612.00
Rodent Processing (if applicable)	EHS III	As needed	0.5 hours/rodent	\$ 64.50
Documentation and Report Review	Chief	Once per week, (4 times each month)	0.5 hour per week, 2 hours per month	\$306.00
Approximate Monthly Total				\$3,724.78

4. The District will follow accepted reimbursement procedures for services provided by DPH under the MOU, attached hereto and incorporated herein by this reference.

IV. TERM OF AGREEMENT:

This MOU shall be effective on date of execution and continue until notification that the demonstration project has been completed, not to exceed a period of six months.

V. MODIFICATION

This agreement may only be modified upon the execution of a written amendment by both parties.

VI. INDEMNIFICATION

District will indemnify, defend and hold harmless County, its elected and appointed officers, and employees from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses, arising from or connected with District's negligent acts and/or omissions arising from this MOU and/or relating to this MOU. District will not be obligated to indemnify, defend and hold harmless County from County's negligent acts and/or omissions relating to this MOU.

County will indemnify, defend and hold harmless District, its elected and appointed officers, and employees from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses, arising from or connected with County's negligent acts and/or omissions arising from this MOU and/or relating to this MOU. County will not be obligated to indemnify, defend and hold harmless District from District's negligent acts and/or omissions relating to this MOU.

VII. POINTS OF CONTACTS:

County of Los Angeles Department of Public health
Gail VanGordon, MS, REHS
Chief, Vector Management Program
5050 Commerce Drive, Suite 150
Baldwin Park, CA 91706
Phone: 626-430-5450
Fax: 626-813-3017
Electronic mail: gvangordon@ph.lacounty.gov

County Sanitation District No. 2 of Los Angeles County
Nick Morell, Recycling Coordinator
Facilities Planning Department
1955 Workman Mill Road
Whittier, CA 90601
Phone: 562-908-4288, Ext 2444
Fax: 562-695-1874
Electronic mail: NMorell@lacsdsd.org

VIII. TERMINATION

Either party may terminate this MOU with or without cause, upon giving 30 calendar days advance written notification to the other party by registered or certified mail at the addresses listed in Paragraph VII.

IX. SIGNATURES:

The undersigned hereby represent and acknowledge that they are duly authorized to execute this MOU on behalf of the entity for which they sign and are in agreement with all terms and conditions and hereby the MOU is being executed by the following parties.

Angelo Bellomo, Director
Environmental Health
Los Angeles County, Department of Public Health

Date

Robert Asgian, Division Engineer
Solid Waste Department
Operations and Engineering
County Sanitation District No. 2 of Los Angeles County

Date